

Michael L. Schindele

Attorney at Law

1475 W. Hays, Suite A

P.O. Box 1990

Boise, Idaho 83701

Telephone No. (208) 342-2241

Facsimile No. (208) 342-6618

Idaho State Bar No. 1752

U.S. COURTS

00 MAR 20 PM 1:34

NEED
CANDACE BURKE
CLERK
IDAHO

Attorney for Creditor / Chrysler Financial Company L.L.C.

Our File No. 09-33709

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF IDAHO

IN RE:

FRANK JAMES KNIGHT,
MONICA KNIGHT,

Debtor(s).

)
) Chapter 13

)
) Case No. 00-00244

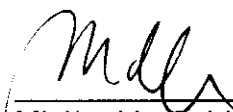
)
) **STIPULATION RE: ADEQUATE
PROTECTION PAYMENTS**

COME NOW the below signed interested parties and stipulate and agree that the Trustee, Bernie R. Rakozy, is to pay Chrysler Financial Company L.L.C. through its attorney of record, Michael L. Schindele, P.O. Box 1990, Boise, Idaho, 83701, adequate protection payments regarding the collateral, one 1999 Dodge 1/2 Ton Quad Ram Truck, I.D. #1B7HF13Z4XJ598454, to begin immediately prior to confirmation, to-

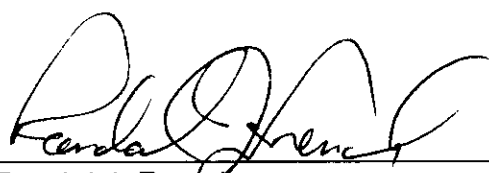
162

wit: approximately \$763.19 from each payment as payment is made to the Trustee by the Debtor(s). Trustee shall take his statutory fees prior to disbursement.

DATED this 14th day of MARCH, 2000.

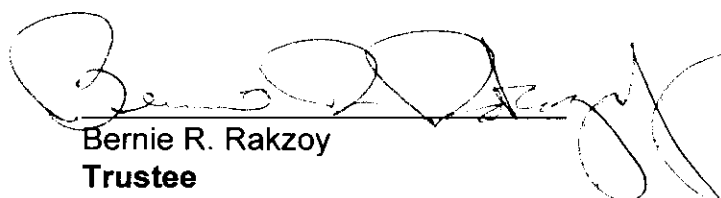


Michael L. Schindele for Chrysler
Financial Company L.L.C.
Creditor's Counsel



Randal J. French
Debtor's Counsel

Approved as to form and content:



Bernie R. Rakzoy
Trustee

will price basis, ("Total Sale Price") subject to the terms and conditions set forth on the front and back of this contract, the vehicle ("Vehicle") described below. You agree to receive delivery and

from Creditor on a edge delivery and

edge delivery and

USE OF PROPERTY:

☒ PERSONAL ☐ BUSINESS
☐ AGRICULTURAL

DESCRIPTION OF VEHICLE

☒ NEW ☐ USED YEAR 1999 MAKE DODGE CYL 6 MODEL 1/2 TON QUAD4 BODY STYLE 1B7HF13Z4XJ598454 VEHICLE IDENTIFICATION NO.

Description of Trade-in

YEAR N/A MAKE N/A MODEL N/A

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
9.25 %	\$ 9884.31	\$ 31672.65	\$ 41556.96	\$ 43556.96

Payment Schedule: Your payment schedule will be

NO. OF PAYMENTS	AMOUNT OF EACH PAYMENT	WHEN PAYMENTS ARE DUE	NO. OF PAYMENTS	AMOUNT OF EACH PAYMENT	WHEN PAYMENTS ARE DUE
2	\$ 577.18	MONTHLY <input checked="" type="checkbox"/> 09/01/99	N/A	N/A	N/A
	N/A	(BEGINNING DATE OF PAYMENT)		N/A	(BEGINNING DATE OF PAYMENT)
	N/A			N/A	

repayment. If you pay off early, you will not have to pay a penalty.

late Charge. If a payment or part thereof is more than 15 days late, you will be charged 5% of such unpaid amount of ten dollars (\$10), whichever is greater.

security interest. You are giving a security interest in the Vehicle being purchased.

ling Fees \$ N/A

contract Provisions. See the back of this contract for any additional information about security interests, payment default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

*E MEANS ESTIMATE.

ABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS NOT INCLUDED IN THIS CONTRACT.

PHYSICAL DAMAGE INSURANCE. YOU ARE REQUIRED TO HAVE PHYSICAL DAMAGE INSURANCE AGAINST ACCIDENTAL DAMAGE TO THE VEHICLE (COLLISION COVERAGE AND EITHER COMPREHENSIVE COVERAGE OR FIRE, THEFT AND COMBINED ADDITIONAL COVERAGE) AS LONG AS THIS CONTRACT REMAINS IN EFFECT. YOU MAY CHOOSE THE PERSON AND INSURANCE COMPANY THROUGH WHICH INSURANCE IS TO BE OBTAINED PROVIDED THAT INSURANCE COMPANY IS ACCEPTABLE TO CREDITOR TO AUTHORIZED TO TRANSACT BUSINESS IN IDAHO.

OPTIONAL MECHANICAL BREAKDOWN INSURANCE. If you want this coverage, you can choose the person and insurance company you get it from. If you elect to obtain this coverage through Creditor, the premium for coverage for a term of N/A months or N/A miles, whichever occurs first, and with a \$ N/A deductible, is itemized in 4(d)(i) and has been added to this contract.

OPTIONAL CREDIT LIFE AND/OR CREDIT ACCIDENT AND HEALTH INSURANCE. CREDIT LIFE INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT, AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST. IF YOU WANT THESE COVERAGES, YOU MUST CHOOSE THE PERSON AND INSURANCE COMPANY FROM WHOM YOU GET THEM. If obtained through Creditor, the premium(s) for a term of N/A months are shown below and in 4(d)(ii) and (iii) and the insurance is provided according to the terms and conditions in the policy or certificate of insurance issued by:

NAME OF INSURER	PREMIUM	PERSON(S) INSURED	ADDRESS OF INSURER	TYPE	PREMIUM	PERSON(S) INSURED
CREDIT LIFE	\$ N/A	N/A		<input type="checkbox"/> CREDIT ACCIDENT AND HEALTH	\$ N/A	N/A

SIGNATURE

(I/we) want the credit insurance coverage(s) checked above.

DATE 07/11/99

CO-BUYER'S SIGNATURE

DATE 07/11/99

SEE BACK OF THIS CONTRACT FOR ADDITIONAL TERMS AND CONDITIONS

CONSUMER PAPER

TO THE BUYER: Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.

BUYER ACKNOWLEDGES RECEIPT OF A COMPLETELY FILLED-IN COPY OF THIS CONTRACT.

CO-BUYER'S SIGNATURE

CONTRACT IS ACCEPTED BY THE CREDITOR (SELLER) AND ASSIGNED TO CHRYSLER FINANCIAL COMPANY, LLC.

OR DANCE WITH THE TERMS OF THE ASSIGNMENT SET FORTH ON THE REVERSE HEREOF.

("ASSIGNEE")

(SELLER) PETERSON TOWN & COUNTRY, LLC

BY

TITLE Business Manager

ORIGINAL

EXHIBIT

The Finance Charge, Total of Payments, and the Total Sale Price are estimates based on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you do not make every payment on the day it is due. Your final payment may be larger or smaller, depending on whether you have made your payments late or early. Creditor will send you a notice before the due date of the final scheduled payment to show what you owe. You agree to pay that amount as your final scheduled payment.

B. Additional Charges. You agree to pay a late charge if any payment or part thereof is received by Creditor more than 15 days after the scheduled due date. The late charge is shown on the front of this contract.

If you default, and Creditor hires an attorney who is not a salaried employee of Creditor to collect what you owe, you agree to pay reasonable attorney's fees after such default.

C. Security Interest. You grant to Creditor a security interest in the Vehicle being purchased, including any accessories, equipment and replacement parts installed in the Vehicle, and the proceeds thereof. You also grant to Creditor a security interest in and agree to assignment of any money received by Creditor as proceeds, rebate or refund of, credit insurance premiums or service contract charges financed in this contract due to cancellation or termination. You further agree that any such money received may be applied by Creditor to the unpaid balance of this contract.

D. Prepayment. You may prepay your obligations under this contract in full at any time prior to maturity. If you do, you will be liable for the accumulated finance charge to the actual date of prepayment.

E. Buyer's Agreements. You agree:

- (1) to pay the obligation under this contract according to the terms and conditions stated herein even if the Vehicle is damaged, destroyed or missing;
- (2) to keep the Vehicle insured against damage, destruction and loss with Creditor as loss payee;
- (3) that you will keep the Vehicle free from claims of others and that any payment made by Creditor to release or discharge such claim will be paid by you on demand with interest at the Annual Percentage Rate disclosed on the front of this contract as an additional part of your obligation;
- (4) not to use the Vehicle for any unlawful or improper purpose or, unless indicated on the front of this contract, for hire;
- (5) not to remove the Vehicle from the United States without the prior written consent of Creditor;
- (6) not to sell, rent, lease or otherwise transfer any interest in this contract or the Vehicle without the prior written consent of Creditor;
- (7) that no transfer, renewal, extension, lease or assignment of any interest in this contract will release you from your obligation;
- (8) that any notice sent to you shall be sufficiently given if mailed to your last known address presumed to be the address set forth on the front of this contract unless you have given Creditor written notice of a change of such address;
- (9) that the Vehicle traded in, if any, is free from all claims of others, except as previously disclosed to Creditor;
- (10) to maintain the Vehicle in good condition and repair; and
- (11) that the statements and representations made by you in the credit application furnished to Creditor are true and accurate.

F. Default. You will be in default if:

- (1) you fail to make any payment when due according to the Payment Schedule shown on the front of this contract;
- (2) a proceeding in bankruptcy, receivership or insolvency is instituted by you or against you or your property;

WARRANTIES WE DISCLAIM. You agree that you are buying the Vehicle "AS IS" and that there are no implied warranties of merchantability, fitness for a particular purpose, or other warranties, express or implied, covering the vehicle unless: 1. the vehicle is of a type normally used for personal, family or household purposes; and 2. the vehicle was manufactured after July 3, 1975, and 3. we have given you our written warranty or service contract covering the vehicle on the date of this contract or within 90 days after such date.

NOTICE: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

the preceding NOTICE applies if the vehicle is a used vehicle as shown on the front of this contract and if this contract is a contract of sale under the FTC Used Motor Vehicle Trade Regulation Rule.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

the preceding NOTICE applies to goods or services obtained primarily for personal, family or household use.

ASSIGNMENT

FOR VALUE RECEIVED, the Creditor (Seller) named on the face of this contract ("Seller") hereby sells, assigns and transfers to Assignee Seller's entire right, title and interest in and to this contract and authorizes Assignee to do every act and thing necessary to collect and discharge obligations arising out of or incident to this contract and assignment. In order to induce Assignee to accept assignment of the contract, Seller warrants that (1) the contract is genuine, legally valid and enforceable and arose from the sale of the property described on the face of this contract ("Property"); (2) the Property is as represented to the Buyer named on the face of this contract ("Buyer") who was quoted both a time price and a lesser cash price; (3) the Buyer is not a minor, has capacity to contract and paid the downpayment exactly as stated in the contract; (4) the Buyer is purchasing the Property for the Buyer's own business, personal or household use and the Buyer is not acting on behalf of or for the benefit of another person when purchasing the Property; (5) Seller verifies that there is no inaccuracy or misrepresentation in any statements made by or on behalf of Buyer and furnished to Assignee by Seller; (6) Seller verifies that there is no inaccuracy or misrepresentation in any statements or representations made by Buyer in the credit application furnished to Assignee by Seller; (7) all disclosures required by law were properly made to Buyer prior to Buyer signing the contract; (8) and no material fact relating to the Vehicle or this contract was misrepresented to Buyer or omitted from disclosure to Buyer; (9) all insurance documentation will be delivered to Buyer within the time required by law; (10) Seller verifies that there is no fact that would impair the validity or value of the contract; (11) Seller verified that Buyer has obtained Physical Damage Insurance acceptable to Assignee on the Property; (12) title to the Property at the time of sale was vested in Seller free of all liens and encumbrances. Seller has the right to assign this contract, and Seller will obtain a certificate of title to the Property, showing a first lien for the benefit of Assignee and that such certificate of title has been or will be applied for within ten (10) days of the sale or delivery of the Property, whichever is earlier; (13) any co-buyer or guarantor of this contract was provided a notice to co-signer form, where required; (14) Seller will perform all warranty work that was agreed to with the Buyer; and (15) Seller is licensed as required by law. If there is, as solely determined by Assignee, any breach of any warranty of Seller, without regard to Seller's knowledge or lack of knowledge with respect thereto or Assignee's reliance thereon, Seller hereby agrees unconditionally to repurchase this contract and/or the Property from Assignee, upon demand, for the full amount then unpaid whether this contract shall then be, or not be, in default. Seller agrees to indemnify Assignee for any judicial cost or loss, including attorney's fees and court costs, suffered as a result of a claim or defense of Buyer against Seller. If this contract is rescinded by court order or for any other reason Seller agrees to pay Assignee the full amount Assignee paid to purchase it. Liability of Seller arising out of or incident to this assignment shall not be affected by waiver, indulgence, compromise, settlement, extension or variation of the terms of this contract even if it results in the discharge or release of the obligation of Buyer or any other interested person, by operation of law or otherwise. Seller waives notice of acceptance of this assignment and notices of non-payment and non-performance of the contract. In addition to all of the foregoing, this assignment is subject to the provisions set out below in the paragraph initialed by Seller; provided, that if none of the paragraphs below have been initialed by Seller, this assignment shall include the provisions of the paragraph below entitled "Full Repurchase".

INITIAL APPLICABLE PROVISIONS:

- ☐ **WITHOUT RECOURSE:** The assignment of this contract is without recourse to the Seller except in the circumstances set forth herein.
- ☐ **FULL RECOURSE:** Seller unconditionally guarantees payment to Assignee of the full amount remaining unpaid under this contract and agrees to purchase this contract and/or the Property from Assignee, upon demand, for the full amount then unpaid whether the contract shall then be, or not be, in default.
- ☐ **FULL REPURCHASE:** In the event of default by Buyer under this contract and provided that Assignee shall take possession of the Property and tender delivery of same to Seller within 90 days after maturity of the earliest installment wholly in default under this contract, Seller agrees to purchase this contract and/or the Property from Assignee and, regardless of the condition of the Property, Seller agrees to pay to Assignee the then net unpaid balance of the contract plus the reasonable expenses incurred by Assignee in such taking and delivery of the Property. If Assignee's ability to tender delivery of the Property is impaired due to litigation, including but not limited to litigation requisite to obtain possession of the Property, criminal prosecution, seizure by governmental authority, redemption requirements, clearing or perfecting title, moratory legislation or proclamation, or acts of God, war, rebellion, insurrection or of the public enemy, then Assignee's obligation to tender delivery hereunder shall be excused until 30 days after Assignee receives notice of the cessation of any such condition.
- ☐ **LIMITED REPURCHASE:** Seller agrees to comply with the terms and obligations of the foregoing Full Repurchase agreement (which are incorporated herein by reference), provided, however, that such obligations of Seller shall terminate hereunder upon payment to Assignee by the Buyer of the first _____ monthly installments within 15 days of their respective due dates.
- ☐ **OPTIONAL REPURCHASE:** If Assignee takes possession of the Property, Seller shall, upon demand from Assignee, either pay Assignee \$ _____, or, at Seller's option, buy the contract and/or the Property in its then condition and location from Assignee for the then net unpaid balance of the contract plus the reasonable expenses incurred by Assignee in the taking of the Property.

6661 9 2 700

EXHIBIT

JTD-517 4.00TW
ID-67529-6IDAHO
CERTIFICATE OF TITLE

1011507142

1B7HF13Z4XJ598454

VEHICLE IDENTIFICATION NUMBER

YEAR

MAKE

BODY

MODEL

DESCRIPTION

1999

DODG

PK

TR

RAM

2ND VEHICLE IDENTIFICATION NUMBER

ODOMETER READING

18 ACTUAL

DATE

02/17/1999

TITLE NUMBER

PRINT DATE

WEIGHT

LENGTH

WIDTH

HULL

HORSEPOWER

PROPULSION

993024611

08/13/1999

OWNER'S NAME AND ADDRESS

OTHER PERTINENT DATA

KNIGHT, FRANK
3446 BRAMPTON
BOISE, ID 83706

Assignment of Title

Federal and state law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

1 ODOMETER READING - Reading is actual unless indicated otherwise.
(NO TENTHS): DATE2 ☒ In Cases of Mechanical Error ☐ Example3 ☒ Not Actual - Warning: Odometer Discrepancy ☐ No Device

4 DATE SOLD: SELLING PRICE:

5 SELLER'S REPRESENTATIVE'S PRINTED NAME(S)

6 CITY STATE ZIP

7 I certify, to the best of my knowledge, that the odometer reading reflects the actual mileage, unless otherwise indicated. I also hereby release my interest and transfer ownership to the named purchaser. SELLER'S REPRESENTATIVE'S SIGNATURE

8 ☒ ☒9 ☒ ☒

10 FIRST LIEN

11 CHRYSLER FINANCIAL CO. LLC

12 PO BOX 23500

13 TIGARD, OR 97281

14 RECORDED 07/26/1999

15 SIGNATURE RELEASING LIEN DATE

16 ☒

17 03970266

18 CITY

\$2.00 Fee

NOTICE OF RELEASE OF LIABILITY

\$2.00 Fee

PLEASE PRINT CLEARLY — ALL INFORMATION MUST BE COMPLETE — NOTIFICATION BY SELLER IS MANDATORY

Vehicle Identification Number (VIN)

1B7HF13Z4XJ598454

Year

1999

Make

DODG

Body Style

PK

Title Number

993024611

Seller's Full Name:

Address: City:

Phone Number:

Odometer: Selling Price: \$

State: Zip:

Date Vehicle Delivered to Purchaser:

Purchaser's Full Name:

Address: City:

State: Zip:

I/we hereby request that the Idaho Transportation Department mark its motor vehicle records to indicate that I/we have transferred the vehicle described above under the provisions of Section 49-526, Idaho Code, which addresses vehicle transfers. However, I/we understand that the motor vehicle record will remain in my name until a new Idaho Certificate of Title is applied for and issued recording the name of the new owner.

X

(Signature of Seller(s))

— SEE REVERSE SIDE FOR MAILING/PAYMENT INSTRUCTIONS —

EXHIBIT